

**INTERAGENCY COOPERATION CONTRACT  
FOR  
CENTRALIZED ACCOUNTING AND PAYROLL/PERSONNEL SYSTEM (CAPPS) SERVICES  
BETWEEN  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
TEXAS JUVENILE JUSTICE DEPARTMENT**

This Interagency Cooperation Contract ("Contract") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and the Texas Juvenile Justice Department ("Receiving Agency") pursuant to the authority granted and in compliance with the provisions of Chapter 771, Texas Government Code. For purposes of this Contract, CPA and Receiving Agency are sometimes collectively referred to as the "Parties" or individually as a "Party."

**I. Contracting Parties**

**Performing Agency:** Texas Comptroller of Public Accounts

**Receiving Agency:** Texas Juvenile Justice Department

**II. Services to be Performed; Duties and Responsibilities**

CPA manages the Centralized Accounting and Payroll/Personnel System ("CAPPS") which provides a single financials and human resources/payroll administration software solution for Texas state agencies. The benefits of CAPPS include economies of scale that return increased efficiency and reduced cost to the state as well as improved transparency for state agencies, the Legislature, oversight agencies, and the general public. CPA shall provide, or cause to be provided, CAPPS Services to Receiving Agency. CPA will perform CAPPS Services through its own staff or, at its option, CPA may engage one or more contractors to perform all or assist in performing a portion of the services provided under this Contract. The Parties intend for this Contract to be a contract for services and as such any property acquired by CPA for performance of services under this Contract shall be property of CPA.

The specific quantity of work, timeline, and other particulars of the services provided for CAPPS Services shall be set forth in the form of Statement of Work(s) identified as Attachment A to this Contract. The initial Statement of Work is attached hereto and incorporated herein for all purposes as Attachment A-1. From time to time during the term of this Contract and as CAPPS progresses, it is anticipated that Receiving Agency and CPA may add additional services to the Statement of Work and such services will be incorporated into this Contract. All changes in the Statement of Work shall be approved by Receiving Agency and CPA by amendment to this Contract and shall be added as subsequent attachments under Attachment A.

**III. Contract Amount; Basis for Computing Reimbursable Costs; Payment**

**A. Contract Amount.**

1. For no additional compensation by Receiving Agency under this Contract, CPA shall provide the services necessary to fulfill the terms of this Contract during the Initial Term.

**B. Basis for Computing Reimbursable Costs.** The cost and payment schedule associated with the services provided in the Statement of Work(s) for CAPPS Services shall be set forth in the form of Budget(s) identified as Attachment B to this Contract. The Budget for the initial Statement of Work is attached hereto and incorporated herein for all purposes as Attachment B-1. All changes in the Budget for this Contract shall be approved by Receiving Agency and CPA by amendment to this Contract and shall be added by subsequent attachments under Attachment B.

**C. Advance Payment.** Receiving Agency's advance payment to CPA in accordance with the payment schedule designated in the Budget(s) is necessary to enable CPA to efficiently provide the services set forth in the Statement of Work(s), such payment throughout the term of this Contract serves a legitimate public purpose, and the delivery of services may be expedited as a result of advanced payment.

**D. Payment for Services.** CPA shall submit invoice(s) to Receiving Agency for advance payment in accordance with the applicable Budget. Receiving Agency shall submit payment to CPA within fifteen (15) calendar days of receipt of an

invoice. If payment by Receiving Agency is not received within thirty (30) calendar days of the date Receiving Agency received the invoice, CPA may cancel the Contract by providing written notice to Receiving Agency and no less than thirty (30) calendar days opportunity to cure the nonpayment. Notwithstanding the cure of such nonpayment, if Receiving Agency repeatedly fails to submit payment to CPA within thirty (30) calendar days of receipt of an invoice, CPA may cancel the Contract by providing reasonable written notice to Receiving Agency. In any event, Receiving Agency shall remain liable for all actual costs incurred by CPA on behalf of Receiving Agency in delivering services under this Contract or as a result of Receiving Agency's nonpayment. In addition, Receiving Agency remains liable for any interest that accrues as a result of an overdue payment. Receiving Agency shall pay CPA invoices in accordance with Sections 771.007 and 771.008, Texas Government Code. Receiving Agency shall pay invoices from proper appropriation items or accounts which it normally uses for like expenditures, on vouchers payable to CPA.

#### **IV. Term; Termination; Amendment**

- A. Term of Contract. This Contract is effective upon the date signed by CPA, after first having been signed by Receiving Agency, and will expire on August 31, 2021 (the "Initial Term"), unless otherwise sooner terminated as provided herein. This Contract may be extended for up to two (2) four-year terms thereafter by mutual agreement of the Parties by execution of a written amendment.
- B. Termination. This Contract is subject to termination for convenience by either Party upon ninety (90) days' prior written notice to the other. Unless otherwise agreed by the Parties, the termination date shall be no earlier than ninety (90) days from the date the notice of termination is received. Upon receipt of notice of early termination from Receiving Agency, CPA shall cancel, withdraw, or otherwise terminate outstanding orders which relate to the performance of this Contract and shall otherwise cease to incur costs under this Contract.
- C. Amendment. This Contract may be amended only in writing by an instrument signed by CPA and Receiving Agency; however, CPA expressly reserves the right, in its sole discretion, to amend this Contract unilaterally with ten (10) business days written notice to ensure compliance of this Contract or either Party with state or federal law or other regulation.
- D. Termination of Parties' September 30, 2014 Agreement; Contract Terms for Services Delivered Prior to the Effective Date of this Contract. As of the effective date of this Contract, this Contract supersedes and terminates the Interagency Cooperation Contract entered into by and between CPA and Receiving Agency dated September 30, 2014. All CAPPS Maintenance Services performed and associated documentation delivered by CPA to Receiving Agency for use in the CAPPS Maintenance Services instance prior to the effective date of this Contract shall be governed by this Contract.

#### **V. General**

- A. Confidentiality, Texas Public Information Act, Security Incident Notification.
  - 1. The Parties will maintain the confidentiality of Confidential Information in accordance with this Section and Attachment C (Non-Disclosure Agreement). The Non-Disclosure Agreement applies whenever one Party ("Discloser") discloses Confidential Information to the other Party ("Recipient") as part of CAPPS Services. The term "Confidential Information" includes information designated as confidential by the Discloser or which, under the circumstances surrounding the disclosure, ought to be treated as confidential by the Recipient. Confidential Information may include the Party's own information (e.g., state employee data) or information from another entity that the Party is obligated to treat as confidential.
  - 2. If a Party is subject to a court order or a subpoena ("Subpoena Recipient") requiring the production and disclosure of Confidential Information obtained under this Contract, then the Subpoena Recipient shall abide by the terms of the court order or subpoena in compiling and providing the information. If not otherwise prohibited under the terms of the order or subpoena, then the Subpoena Recipient shall provide notice to the other Party with a copy of such order or subpoena as soon as reasonably practicable, but in no event later than three (3) business days of receipt or the Subpoena Recipient's reasonable determination that the other Party's records are responsive.

3. Each Party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act (TPIA)) as interpreted by judicial opinions and the opinions of the Office of the Attorney General. Responses to requests for Confidential Information shall be handled in accordance with the provisions of the TPIA. The Recipient will rely on the Discloser's designation of information as confidential or public for purposes of the TPIA including Section 552.352, Texas Government Code. The term "TPIA Request Recipient" refers to the Party that receives a public information request for information obtained pursuant to this Contract. If CPA is the TPIA Request Recipient, CPA will provide the Receiving Agency a copy of the request within three (3) business days of a determination that only the Receiving Agency's records would be responsive. If Receiving Agency is the TPIA Request Recipient, the Receiving Agency will provide a copy of the request to CPA at open.records@cpa.texas.gov within three (3) business days of a determination that information obtained pursuant to this Contract would be responsive. If the Discloser does not respond to the TPIA Request Recipient's notice within two (2) business days to advise whether the requested information falls within an exception to the public disclosure requirement under the TPIA, then the TPIA Request Recipient will respond to the request in an appropriate manner that may include referral to the Office of the Attorney General. For the avoidance of doubt, CPA is not required to provide notice to Receiving Agency of TPIA requests which involve (a) a request for the same or similar type of information that was determined to be public by Receiving Agency for a prior TPIA request, (b) information provided for legislative purposes pursuant to Section 552.008(b), Texas Government Code, (c) de-identified CAPPs data, or (d) statewide data (e.g., salary and expenditure data).
  4. Each Party shall provide notice to the other as soon as possible following the discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive personal information or Confidential Information under this Contract ("Security Incident"). Receiving Agency shall provide notice to CPA by calling (800) 531-5441 EXT 34357. CPA and Receiving Agency will exchange confidential, detailed security and Security Incident information only between the Information Security Officers for CPA and Receiving Agency subject to the mutually agreed restrictions regarding further internal or external dissemination of such Confidential Information within each agency. CPA and Receiving Agency may also disclose confidential, detailed security and Security Incident information to law enforcement authorities as required. To the extent such security and Security Incident information is confidential pursuant to Sections 2054.077, 2059.055, and 552.139, Texas Government Code or other applicable state or federal law, each Party shall comply with all applicable statutory requirements and restrictions regarding dissemination of such information.
  5. The Recipient will rely on the Discloser's designation of information as confidential or public for purposes of Section 2054.1125, Texas Government Code. If any information is released in reliance on Discloser's designation of information as public and such release falls within Section 2054.1125, Texas Government Code, the Discloser will provide any statutorily-required notice and bear all associated costs. If a Section 2054.1125, Texas Government Code, release of information is due to the Recipient's failure to rely on the Discloser's designation of information as confidential, the Recipient shall (1) provide the initial public notice, (2) be responsible for all costs associated with the notification, and (3) confer with the Discloser subject to the Recipient's compliance with timely notification requirements. If the Discloser elects to issue its own additional public notification, the Discloser shall confer with the Recipient prior to the issuance of the notification and the Discloser shall bear all costs associated with providing such additional notice.
  6. The CPA Confidential Treatment of Information Acknowledgement form (CTIA) must be signed by each individual who (1) will access CAPPs or (2) will or may be exposed to Confidential Information. Receiving Agency shall obtain signed CTIA forms from the applicable individuals (e.g., employees, contractors) prior to providing access to CAPPs or Confidential Information. The attached CTIA form is expressly incorporated herein for all purposes as Attachment D to this Contract.
- B. Cloud Service Terms. In the event Receiving Agency chooses to utilize cloud services provided by CPA under this Contract, CPA's written notice to Receiving Agency describing the CAPPs functionality to be deployed during the Onboarding Services wave will include the cloud services. If cloud services are utilized by Receiving Agency under this Contract, then Receiving Agency will comply with all license terms (e.g., terms of use) pertaining to Receiving Agency's use of the cloud services. CPA will provide a copy of the cloud service license terms to Receiving Agency, upon written request.

- C. Acts or Omissions by Receiving Agency. Receiving Agency shall be solely responsible for its compliance with all terms and conditions of this Contract, including subsequent amendments thereto, and agrees to accept financial responsibility for any breach of this Contract that results from Receiving Agency's acts or omissions.
- D. Records; Right to Audit. CPA will maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. CPA shall provide access to such records by Receiving Agency, State Auditor's Office, or other authorized persons. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code. CPA reserves the right to monitor and audit Receiving Agency's compliance with the requirements of this Contract.
- E. Dispute Resolution. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas law.
- F. Non-Appropriation of Funds; Legislative Action. This Contract is subject to termination or cancellation, without penalty to either Party, either in whole or in part, subject to the availability of state funds. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither Party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall give prior notice to the other if time permits.
- G. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- H. Independent Contractor. It is understood and agreed that each Party is contracting as an independent contractor.
- I. Assignment. No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- J. Headings. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the Contract.
- K. No Waiver. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- L. Survival. The expiration or termination of this Contract shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- M. Severability. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- N. Governing Law; Venue. This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.

## **VI. Notices; Liaison**

Any legal notice relating to this Contract, which is required or permitted to be given under this Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address specified below. Registered or certified mail with return receipt is not required for copies.

### **1. CPA:**

Mike Reissig  
Deputy Comptroller  
Texas Comptroller of Public Accounts  
111 E. 17th Street  
Austin, Texas 78774

*With copy to:*  
Texas Comptroller of Public Accounts  
ATTN: Operations & Support Legal  
Services Division, Contracts Section  
111 E. 17th Street, Room 201  
Austin, Texas 78774  
Email: [contracts@cpa.texas.gov](mailto:contracts@cpa.texas.gov)  
Fax: (512) 463-3669

### **2. Receiving Agency:**

Camille Cain  
Executive Director  
Texas Juvenile Justice Department  
11209 Metric Blvd., Bldg. H, Suite A  
Austin, Texas 78758

*With copy to:*  
Texas Juvenile Justice Department  
ATTN: Emily Anderson  
11209 Metric Blvd., Bldg. H, Suite A  
Austin, Texas 78758

Either Party may change its address for notice by written notice to the other Party as herein provided. CPA and Receiving Agency each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract for routine communications between the Parties. The liaison(s) shall be identified in writing following the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective Parties in writing.

## **VII. Merger; Order of Precedence**

This Contract, together with Attachments A, B, C, and D which are incorporated herein by this reference, contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties. This Contract shall not be construed against the Party that has prepared the Contract, but instead shall be construed as if all Parties prepared this Contract.

In case of conflicts between this Contract and any of the Attachments, the following shall control in this order of priority:

1. This six (6) page Contract; including subsequent amendments thereto
2. Attachment A
3. Attachment B
4. Attachment C
5. Attachment D

## **VIII. Certifications**

The undersigned Parties do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, (3) the services, supplies or materials contracted for

arc not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder, and (4) this Contract neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

CPA further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapters 403 and 2101, Texas Government Code.

Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Title 12, Chapter 201 et seq., Texas Human Resources Code.

### IX. Signatories

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their undersigned, duly authorized representatives. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**Texas Comptroller of Public Accounts**

BY



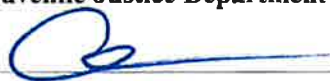
Mike Reissig  
Deputy Comptroller

DATE

9-6-18

**Texas Juvenile Justice Department**

BY



Camille Cain  
Executive Director

DATE

8/29/18

**ATTACHMENT A**

**Statement of Work(s)**

**(Cover Sheet)**

## ATTACHMENT A-1

### STATEMENT OF WORK FOR CAPPS SERVICES

#### **A. General Provisions**

1. This Scope of Work (SOW) addresses Onboarding Services and Production Services provided by CPA to Receiving Agency for CAPPS Financials functionality and/or CAPPS HR/Payroll functionality.
2. CAPPS Services is a high priority of CPA and Receiving Agency with commitment and support by all levels of management to include the timely consensus on deadline-based decisions.
3. Receiving Agency is committed to changing business processes and requirements, as practical, to avoid further customizations to CAPPS to the greatest extent possible; the determination of whether customizations are necessary is through CAPPS Governance.
4. CPA has established an Onboarding team and Production team with appropriate levels of authority in order to provide the CAPPS Services.
5. CPA has established a governance structure (CAPPS Governance) that includes participation from the Receiving Agency throughout the governance structure. The CAPPS Governance in effect at the execution of the Contract is version 2.0, attached hereto as Exhibit 1 to Attachment A-1. CAPPS Governance may only be modified by consensus of the members of the CAPPS Governance Steering Committee. Any changes to the CAPPS Governance must be approved by both CAPPS Governance Steering Committee and CPA. Upon CAPPS Governance Steering Committee and CPA approval of a modification, the amended CAPPS Governance shall be incorporated automatically into the Contract.
6. CPA has developed policies and procedures to support the CAPPS Services and will make certain policies and procedures available for viewing on a CPA designated website in order to indicate how certain services are delivered and the service levels for certain services. CPA will restrict access to certain policies and procedures (e.g., security related) as appropriate to reasonably protect the hosting environment and data.

#### **B. Onboarding Services**

1. Overview. CPA intends to deploy Receiving Agency on to CAPPS Financials and/or CAPPS HR/Payroll on different timelines (i.e., waves) in order to effectively manage the work-effort required by Receiving Agency and CPA.
2. Notice of Specific Onboarding Services Wave(s). CPA will provide written notice to Receiving Agency of its intent to provide Onboarding Services to Receiving Agency. The notice will indicate, at a minimum, the following information specific to an Onboarding Services wave: CAPPS functionality (i.e., CAPPS Financials modules or CAPPS HR/Payroll modules) to be deployed; anticipated commencement date; anticipated go-live to Production date; anticipated cost to Receiving Agency, if any; CPA designated point of contact; and any other pertinent details regarding the specific Onboarding Services wave. In the event there is a cost to Receiving Agency for a specific Onboarding Services wave, the Contract shall be amended to include the applicable services and the associated cost prior to such specific Onboarding Services wave commencement date.
3. Receiving Agency Roles and Responsibilities. At a minimum, Receiving Agency shall
  - a) Commit, for extended periods of time, Subject Matter Experts (SMEs) that are familiar with Receiving Agency's business process requirements in regards to supporting State and/or Federal legislation and policy. At a minimum, Receiving Agency SMEs are required to participate in the following onboarding activities: requirement sessions, fit/gap sessions, provide feedback on CPA deliverables as necessary, User Acceptance Testing (UAT), Training, and CAPPS Governance;



- b) Provide Receiving Agency's SMEs to participate in CPA's CAPPs application training sessions. Receiving Agency's SMEs are responsible for providing training to its end-users utilizing CAPPs;
  - c) Provide CPA with information and documentation during the Onboarding phase(s) on Receiving Agency's organization to be deployed to include, but not be limited to, the following: organizational business unit structure, budgets, business setups and configurations, business rules, and business process definitions with the assistance of CPA's Project team;
  - d) Designate a resource to function as CPA's primary point of contact for the specific Onboarding Services wave who will assist CPA's Project Manager (PM) in facilitating Onboarding activities to include, but not be limited to, the following: coordinating Receiving Agency's resources, issue resolution, managing constraints and risks, and obtaining all necessary approvals;
  - e) As applicable, review and provide comments on the CPA deliverables within two (2) business days, or other timeframe mutually agreed by CPA and Receiving Agency during the Onboarding activities;
  - f) Provide CPA access to and sufficient time with Receiving Agency's personnel (*i.e.*, technical, functional, management, etc.) as necessary for CPA to perform the Onboarding Services; and
  - g) Adhere to the governance parameters of the specific Onboarding Services wave to include, but not be limited to, the following: scope change, risk management, issue escalation, and timely decision making.
4. CPA Roles and Responsibilities. At a minimum, CPA shall
- a) Host and maintain the CAPPs footprint (*e.g.*, applications and infrastructure) that supports Onboarding Services;
  - b) Designate a PM to function as Receiving Agency's primary point of contact for the specific Onboarding Services wave who will assist Receiving Agency's PM in facilitating Onboarding activities;
  - c) Commit, for extended periods of time, functional and technical SMEs that are familiar with the CAPPs applications and State legislation and policy;
  - d) Provide Receiving Agency access to and sufficient time with CPA's personnel (*i.e.*, technical, functional, management, etc.) as necessary to facilitate successful Onboarding Services;
  - e) Configure the CAPPs functionality in accordance with the business process designs as approved by CAPPs Governance;
  - f) Convert only the data that is required to setup the master data files and convert over balances and open transactions so that normal State business can resume on a go-live date;
  - g) Provide testing to include, but not be limited to, system, security, performance, accessibility, and user acceptance;
  - h) Provide Receiving Agency SMEs with training of the CAPPs application; and
  - i) Provide a deployment plan to detail coordination of the following: data conversion, deployment checklist activities, and contingency plan in the event the go-live date is delayed.
5. Transition to Production Services. Upon the conclusion (*i.e.*, go-live date) of the activities for a specific Onboarding Services wave, the Receiving Agency shall transition to CAPPs Production Services.

## **C. Production Services**

### **1. CPA Roles and Responsibilities**

- a) Production Management Services. CPA will provide overall CAPPs production management services using sufficiently qualified personnel that include, but are not limited to, the following:
  - Ensuring staffing levels and relationships are appropriately managed;
  - Coordinating the development and upkeep of CAPPs Production documentation;
  - Assisting in monitoring and resolving issues and conflicts that may be elevated by Receiving Agency; and
  - Assisting in identifying, monitoring and mitigating potential risks that may have an impact on CAPPs Production as a whole.
- b) Hosting Services. CPA will provide hosting services to Receiving Agency that include, but are not limited to, the following:
  - Hardware and software components;
  - CAPPs Environments (*e.g.*, production, testing, sandbox);

- Regularly scheduled and ad-hoc maintenance;
  - Batch processing;
  - Backup and Recovery;
  - Disaster Recovery;
  - Performance Optimization and Tuning; and
  - Security.
- c) Support Services. CPA will provide support services to Receiving Agency that include, but are not limited to, the following:
- Help Desk, excluding Level 1 support (e.g., phone support Monday-Friday 8:00 a.m. to 5:00 p.m. CT excluding holidays observed by CPA);
  - Centralized Access Management and Security;
  - Reports Administration; and
  - Support for User Acceptance Testing (UAT).
- d) Coordination, Communication and Training Services. CPA will provide coordination, communication and training services to Receiving Agency that include, but are not limited to, the following:
- Coordinating with Receiving Agency to review enhancement analysis and assessment;
  - Facilitating administrative issues arising between CPA and agencies using CAPPS applications;
  - Providing notices of outages; and
  - Providing training for the standard usage of CAPPS applications.
- e) Audit Support Services. Receiving Agency will be responsible for responding to audits. However, in conjunction with Receiving Agency efforts, CPA will provide to Receiving Agency reasonable assistance to address and respond to any internal, state or federally mandated audits related to CAPPS.

2. Receiving Agency Roles and Responsibilities. At a minimum, Receiving Agency shall

- Designate a resource to function as CPA's primary point of contact;
- Provide CPA access to and sufficient time with Receiving Agency's functional, technical, management and other personnel as necessary for CPA to perform the Production Services;
- Establish and operate its own Level 1 Help Desk in order to provide Production assistance to its end-users;
- Report issues to CPA using the CAPPS Help Desk;
- Provide resources for UAT;
- Comply with any protocols, processes, and procedures as requested by CPA regarding Receiving Agency's users, security information, or environment to the extent necessary for CPA to carry out the Production Services or comply with applicable law;
- Assign an Agency Security Coordinator (ASC) to perform CAPPS Agency security functions;
- Provide its end-users personal computers, internet access, and other items necessary to utilize the CAPPS applications;
- Provide and maintain IP range(s) or specific IP addresses delivered to CPA during the Onboarding process;
- Perform an annual IP verification process and report any changes to CPA. (Receiving Agency's failure to comply with this requirement may result in the removal of the IP ranges or specific IP addresses from the approved CAPPS whitelist); and
- Adhere to CAPPS Governance parameters to include, but not be limited to, scope change, risk management, issue escalation, and timely decision making.

**D. Accessibility Standards for CAPPS**

CPA and the Receiving Agency agree that a goal of CAPPS Services is to implement and maintain a system that is fully compliant with accessibility requirements and will work toward that result. CPA shall provide Receiving Agency a Centralized Accounting and Payroll/Personnel System that conforms to the applicable federal and Texas accessibility laws and regulations, including Chapter 2054, Subchapter M of the Texas

Government Code and 1 Texas Administrative Code Chapter 213 (Electronic and Information Resources). However, in the event that full compliance is not achievable within the Statement of Work, CPA will consult with the Executive Committee under the CAPPs Governance. If the Executive Committee is unable to reach a consensus or if additional funds, as applicable, are not provided by the Receiving Agency, CPA may provide an alternate method of access, or may request an exception under Section 2054.460 of the Texas Government Code. CPA is responsible for compliance with federal and state accessibility laws for the CAPPs applications residing on CPA's infrastructure. The Receiving Agency is responsible for compliance with federal and state accessibility laws applicable to the Receiving Agency's end user requirements for accessible tools and equipment, such as the desktop equipment on which the system runs and the tools, such as JAWS, that provide accessibility at the end user level. If a third party alleges that CAPPs or any component or aspect of CAPPs may not comply with the accessibility requirements referenced above, then CPA and the Receiving Agency will, within the limits of appropriated funds, coordinate their efforts to address any potential non-compliance. Such efforts include, but are not limited to:

- A joint assessment and response to the alleged noncompliance;
- Development of alternative access by CPA;
- To the extent applicable, a request for an exception under Section 2054.460, Texas Government Code; or
- If necessary and appropriate, the joint defense of claims in litigation.

**E. Order of Precedence**

In case of conflicts between this Statement of Work and any of the Exhibits attached to this Statement of Work, the following shall control in this order of priority:

- (1) This four (4) page Statement of Work; and
- (2) Exhibit(s) to the Statement of Work.

**ATTACHMENT A-1**

**Exhibit 1**

**CAPPS Governance**

**(Cover Sheet)**

Comptroller of Public Accounts – Fiscal Management Division

# CAPPS Governance

Maintaining the Centralized Accounting and Payroll/Personnel System

## Table of Contents

I.	Introduction .....	4
II.	Participation in CAPPS.....	5
A.	CAPPS Central (ASP) Agencies.....	5
B.	CAPPS Hub Agencies .....	5
C.	CAPPS Implementing Agencies (ProjectONE Agencies).....	5
D.	Agency Size Classification for CAPPS Central.....	5
III.	Governance Defined .....	6
A.	Decisions .....	6
B.	Decision Rights Model.....	6
IV.	Decision Rights Framework .....	7
A.	Definitions.....	7
1.	Types of CAPPS Decisions .....	7
2.	Types of CAPPS Decision Makers .....	8
3.	Types of CAPPS Decision Participation .....	9
B.	CAPPS Central Decision Matrix .....	10
C.	CAPPS Hub Decision Matrix .....	11
D.	Roles and Responsibilities.....	11
1.	CAPPS Agencies.....	11
2.	CPA.....	12
a.	General.....	12
b.	CAPPS Governance Coordinator .....	12
E.	Decision Rights Infrastructure.....	13
F.	CAPPS Project (ProjectONE) Work Groups .....	14
1.	ProjectONE Work Group Members .....	15
2.	ProjectONE Work Group Meetings.....	15
G.	CAPPS User Groups .....	15
1.	User Group Members .....	15
2.	User Group Meetings.....	17
H.	CAPPS Steering Committee.....	17
1.	Steering Committee Members.....	17
2.	Steering Committee Meetings .....	18

## CAPPS Governance

I.	CAPPS Executive Committee.....	18
1.	Executive Committee Members .....	19
2.	Executive Committee Meetings .....	19
J.	CAPPS Advisors .....	19
K.	CAPPS Voting Guidelines.....	19
1.	Voting Options .....	20
2.	Escalation .....	20
L.	CAPPS Governance Hierarchy .....	20
V.	CAPPS Hub Compliance Requirements.....	22
A.	Release Packs .....	22
B.	Major Upgrade Releases .....	24
C.	Core Module Changes.....	25
D.	CPA Approved Exceptions.....	26

## **I. Introduction**

The Centralized Accounting and Payroll/Personnel System (CAPPS) is the state of Texas' Enterprise Resource Planning (ERP) solution.

This Governance document identifies the CAPPS Governance framework, structure and processes agreed to by the CAPPS participating agencies. The Governance Document may only be modified through the CAPPS Governance process identified in the following pages.

Supplementary documentation and/or processes may be created or implemented in order to facilitate the application of CAPPS Governance.



## **II. Participation in CAPPS**

### **A. CAPPS Central (ASP) Agencies**

The Texas Comptroller of Public Accounts (CPA) will host and maintain the Central, or Application Service Provider (ASP), instance of CAPPS for the majority of state agencies. The CAPPS Central (ASP) Agencies will utilize the same CAPPS statewide baseline that the CAPPS Hub Agencies are provided. All changes to the CAPPS statewide baseline must be approved by CAPPS Governance as detailed in this document.

An agency is considered a participating agency in CAPPS if they are processing transactions through at least one of the Financials or HR/Payroll modules in CAPPS. Agencies processing transactions through another agency will be considered a part of the agency they are processing transaction through for purposes of CAPPS Governance.

### **B. CAPPS Hub Agencies**

Agencies that meet certain criteria, including, but not limited to, large agency size, highly complex functionality or have already implemented Oracle/PeopleSoft, may be approved by CPA to operate as a CAPPS Hub Agency. An agency is considered a participating agency in CAPPS if they are approved to operate as a CAPPS Hub Agency and use the CAPPS statewide baseline.

CPA will not host CAPPS Hub Agencies. CAPPS Hub Agencies will obtain a copy of the CAPPS statewide baseline from CPA and implement and maintain a separate instance of CAPPS specific to the Hub agency on the infrastructure of their choice.

### **C. CAPPS Implementing Agencies (ProjectONE Agencies)**

Agencies that are in transition to use at least one (1) of the CAPPS Financials or CAPPS HR/Payroll modules in CAPPS Central or as a CAPPS Hub Agency, also referred to as ProjectONE agencies, are considered participating agencies in CAPPS. These agencies are governed by the CAPPS Governance detailed in this document. For purposes of CAPPS Governance, “in transition to CAPPS” is defined as actively working with CPA to develop and implement CAPPS.

### **D. Agency Size Classification for CAPPS Central**

For purposes of CAPPS Governance, CAPPS Agencies will be categorized by size. The sizing categories are defined as follows:

- Large sized CAPPS Agencies – Agencies with 1001 or more Full-Time Equivalent (FTE) employees will be considered large sized agencies.
- Medium sized CAPPS Agencies – Agencies with 101 to 1000 FTE employees will be considered medium sized agencies.
- Small sized CAPPS Agencies – Agencies with 100 FTE employees or less will be considered small sized agencies.

An FTE is determined by the FTE Cap noted in the General Appropriations Act at the start of each biennium.

### **III. Governance Defined**

Governance is a business-technology term for a method or system of government or management. In order to efficiently and effectively maintain CAPPS, and all of its associated parts and pieces, this document is a Decision Rights framework. The Decision Rights framework is the comprehensive structure required to drive decision making across organizations. Governance includes:

- Decisions;
- Decision Rights Model;
- Decision Rights Framework; and
- Roles and Responsibilities.

#### **A. Decisions**

Decisions will be reached at a level appropriate to the complexity of the reported issue, with adequate oversight, and always with a clear understanding of the State's strategy to achieve the implementation of an ERP system as mandated by the passage of HB3106, 80<sup>th</sup> (R) Legislative Session.

#### **B. Decision Rights Model**

The Decision Rights Model is the governing structure that manages decision making for CAPPS. When required, the approved changes are jointly coordinated with the subject matter experts of affected CPA Statewide systems to facilitate the coinciding migrations of all related changes. This includes a hierarchy of decision making groups owning the types of decisions, including both regular members and advisory members. The goals are:

- Strategic Alignment – Design a process that aligns technical strategies with business needs;
- Value Delivery – Ensure that any approved changes are implemented to meet expectations;
- Resource Management – Make the best use of people and equipment;
- Risk Management – Ensure Information Security Office (ISO) compliance across the board; and
- Performance Measures – Measure and report performance.

## IV. Decision Rights Framework

The Decision Rights framework includes a process that will manage all changes as outlined in the then current CAPPS Service Agreement. It addresses three key factors:

- The types of decisions to be made;
- How to organize groups or individuals to make effective decisions;
- The management process needed to execute decisions.

### A. Definitions

#### 1. Types of CAPPS Decisions

Decision Type	Definition
Guiding Principles	The guiding principles that will set the tone for CAPPS as initially defined by the ERP Advisory Council, or modified throughout the course of the system lifecycle.
Strategy	The direction and framework for the implementation and deployment of CAPPS.
Determination of whether an agency will be a CAPPS HUB Agency or CAPPS Central Agency	Determination of whether an agency meets the criteria set to allow the use of CAPPS outside of the CPA supported ASP model.
How funding will be requested	For agencies not using CAPPS, the decision on who will request funding for implementation and ongoing support from the Legislature.
Technical Architecture of combined ASP/baseline	Decisions about the technology infrastructure (platform, database, etc.) and the way in which CAPPS is architected.
Application Lifecycle	Determination of when to upgrade the application, tools, and/or portal.
Integration Architecture between CPA and state agencies	Decisions related to how data is exchanged between CPA and state agencies including CAPPS Hub Agencies.
Information Architecture (i.e. data definitions and file layouts)	Determination of what data elements are needed in order to support statewide reporting and transparency, definitions of data elements and layout.
Technical Support	Support on baseline codeline and installation.
Functional support	System support and subject matter expertise; governance and oversight of CAPPS.
Change Request / Change Control	Process for vetting CAPPS requests to core and non-core modules.
Data Retention	Determination of the type of data, length to maintain, and method for archiving.
Fiscal Policy	Statutory authority of CPA to set policy for the State. Often, CAPPS will be the system in which policy is implemented.

## 2. Types of CAPPS Decision Makers

Decision Maker	Definition
CAPPS Executive Committee	<p>The Agency head or their designee for those agencies that are using CAPPS, deploying CAPPS, or CAPPS Hub Agencies that have or are in the process of implementing CAPPS.</p> <p>Membership in this body mirrors the representation, elected or designated, at the Steering Committee level. This body is chaired by CPA.</p>
CAPPS Steering Committee	<p>The business executive or their designee for those agencies that are using CAPPS, deploying CAPPS, or CAPPS Hub Agencies that have or are in the process of implementing CAPPS.</p> <p>Membership in this body is determined through election or designation amongst the participating CAPPS agencies. This body is chaired by CPA's Director of Fiscal Management.</p>
CAPPS User Groups	<p>The Agency designated Subject Matter Expert for those agencies that are using CAPPS, deploying CAPPS, or CAPPS Hub Agencies that have or are in the process of implementing CAPPS.</p> <p>Membership in this body is determined through election or designation amongst the participating CAPPS agencies. These bodies are chaired by CPA's Fiscal Management Subject Matter Experts.</p> <p>There is a user group for the following:</p> <ul style="list-style-type: none"> <li>• Financials</li> <li>• HR / Payroll</li> </ul>
CAPPS Help Desk	<p>The CAPPS Help Desk provides administrative, production and implementation support. Responsibilities include formal communication, Governance activities, User Productivity Kit (UPK) support, advanced assistance to all CAPPS Central agencies, high-level support to CAPPS Hub Agencies, security administration and oversight, assessing agency implementation readiness, and User Acceptance Test coordination.</p>
CPA Executive Management	<p>Oversight group for the ERP initiative. Includes Comptroller, Deputy Comptroller, Division Directors and other CPA Managers as appropriate.</p>
CPA ERP Leadership Group	<p>Representative group of executive leadership from CPA Fiscal Management and CPA Innovation and Technology teams that coordinate efforts to ensure efficient and effective responses from CPA collectively to outside parties.</p>
CPA Fiscal Management	<p>This group is responsible for statewide policy decision making and is led by the Director of Fiscal Management.</p>
CPA Innovation & Technology (IT)	<p>This group is responsible for overseeing the baseline architecture, codeline, information security and other similar IT-related tasks.</p>

Decision Maker	Definition
CPA Data Integration and Services Committee	<p>This group is responsible for data integration and services within the CAPPS Hub model.</p> <ul style="list-style-type: none"> <li>• Examples: Single Sign On, Authoritative Source, Identity Management, Data Transformation</li> </ul> <p>This group is a representative group of CPA and CAPPS Hub Agencies and is led by the CPA Chief Technology Officer or designee.</p>
CAPPS Communication and Change Management group	<p>This group is responsible for coordinating external communications for system changes and outages.</p> <p>This group is led by CPA's Fiscal Management staff.</p>
CAPPS Hub Agency	<p>CAPPS Agencies operating as CAPPS Hubs may choose to involve the following groups in their decision making processes:</p> <ul style="list-style-type: none"> <li>• <i>Hub Agency Executive</i>: The business executive or their designee for those agencies that have or are in the process of implementing CAPPS; not using CAPPS Central but instead using the CAPPS baseline and operating as a CAPPS Hub Agency.</li> <li>• <i>Hub Agency Technical</i>: The technical experts for those agencies that have or are in the process of implementing CAPPS; not using CAPPS Central but instead using the CAPPS baseline and operating as a CAPPS Hub Agency.</li> <li>• <i>Hub Agency Functional Staff</i>: The functional experts for those agencies that are integrated with or in the process of integrating with CPA's ASP; not using CAPPS Central but instead using the CAPPS baseline and operating as a CAPPS Hub Agency.</li> </ul>
State Library	This organization sets records retention policy for the state.

### 3. Types of CAPPS Decision Participation

Decision Participation	Definition
Accountable	Accountable for making final decisions
Recommend	Recommend decisions to Accountable group after consulting with Consulted groups and weighing alternatives
Consulted	Consulted for feedback on options before decisions are made, where possible
Informed	Informed of decisions once made

## B. CAPPS Central Decision Matrix

<b>CAPPS Central Decision Matrix</b>	CAPPS Executive Committee	CAPPS Steering Committee	CAPPS User Groups	CAPPS Help Desk	CPA Executive Management	CPA ERP Leadership Group	CPA Fiscal Management	CPA Innovation & Technology	CPA Data Integration and Services Committee	CAPPS Communications and Change Management group	CAPPS Hub Agency (determined by Agency)	State Library
Guiding Principles	A	R	C	C	C	R	I	I	I	I	C	
Strategy		A	I	C	C	R	R	I	I	I	C	
Determine - HUB or Centrally hosted		I			C	A	R	C	I	I	R	
How Funding will be requested					C	R					A	
Technical Architecture of combined ASP/baseline					I	A	C	R	C	I	C	
Application Lifecycle		C	C	C		A	R	R	C	I	C	
Integration Architecture between CPA and state agencies						A	I	R	R	I	C	
Information Architecture (data definitions and file layouts)						R	A	I	C	I	C	
Technical Support								A			C	
Functional Support							A	C			C	
Change Request / Change Control		A	R	R		C	R	C		I	C	
Data Retention (for information housed at CPA)	R	R	C	C		C	R	R		I	R	A
Fiscal Policy		C/I	C/I	C/I	C	I	A	I		I	C	

### C. CAPPS Hub Decision Matrix

<b>CAPPS Hub Decision Matrix</b>	CAPPS Executive Committee	CAPPS Steering Committee	CAPPS User Groups	CAPPS Help Desk	CPA Executive Management	CPA ERP Leadership Group	CPA Fiscal Management	CPA Innovation & Technology	CPA Data Integration and Services Committee	CAPPS Communications and Change Management group	CAPPS Hub Agency (determined by the agency)	State Library
Guiding Principles	A	R	C	C	C	R	I	I	I	I	C	
Strategy		A	I	C	C	R	R	I	I	I	C	
Determine - HUB or Centrally hosted		I			C	A	R	C	I	I	R	
How Funding will be requested					C	R					A	
Technical Architecture of HUB Installation						I		I	C		A	
Application Lifecycle						I		I	I		A	
Integration Architecture between CPA and state agencies						A	I	R	R	I	C	
Information Architecture (data definitions and file layouts)						R	A	I	C	I	C	
Technical Support								I	C		A	
Functional Support							I				A	
Change Request / Change Control (Baseline portion of installation)		A	R	R		C	R	C		I	C	
Change Request / Change Control (agency specific mods: Core & non-Core affecting Core)		C	C	I		C	C	C			A	
Change Request / Change Control (agency specific mods: non-Core <i>not</i> affecting Core)											A	
Data Retention (for information housed at CPA)	R	R	C	C		C	R	R		I	R	A
Data Retention (for information specific only to agency)											A	
Fiscal Policy		C/I	C/I	C/I	C	I	A	I		I	C	

### D. Roles and Responsibilities

#### 1. CAPPS Agencies

The responsibilities for Agencies participating in the CAPPS Governance process are to:

## CAPPS Governance

- Review, prioritize and approve changes;
- Ensure internal processes and procedures are adjusted as needed;
- Provide adequate and timely resources for the successful implementation of the approved changes; and
- Participate in the change control process.

### 2. CPA

#### *a. General*

The responsibilities for CPA, as the Application Service Provider, in the CAPPS Governance process are to:

- Provide administrative, production and implementation support of CAPPS;
- Maintain the integrity and security of data;
- Maintain all associated documentation;
- Determine feasibility of requested system changes within the existing CPA Infrastructure and budget;
- Determine compatibility of requested system changes with CPA Infrastructure standards and policies;
- Determine compatibility of requested system changes with CPA Information Security standards and policies; and
- Best utilize resources.

#### *b. CAPPS Governance Coordinator*

The CAPPS Governance Coordinator is responsible for the application and administration of the CAPPS Governance process. The CAPPS Governance Coordinator is the facilitator for changes whether the request is submitted as a technical or functional issue, or whether the requested change is in direct response to a change in strategic direction.

The CAPPS Governance Coordinator responsibilities for changes to CAPPS include:

- Verify that the suggested changes are evaluated and do not violate Fiscal Management's policies and procedures;
- Verify that the suggested changes are evaluated to be technically plausible;
- Facilitate suggested changes through the appropriate governance venue and verify that the change is escalated only when appropriate;
- Coordinate and consult with additional parties (Legal Departments, Contracts, etc...) when appropriate;
- Coordinate communication at all appropriate levels of governance, and
- Verify that the established governance procedures, noted in this document and/or in additional Governance approved documentation, are followed.



### E. Decision Rights Infrastructure

The following graphic illustrates how the CAPPS Governance process combines both bottom-up and top-down approaches to Governance. Typically, business and technical issues start from the bottom of CAPPS Governance and work their way up through the appropriate Governance committees. Strategic Decisions are made at the higher levels of Governance and disseminated down to the other Governance Committees.

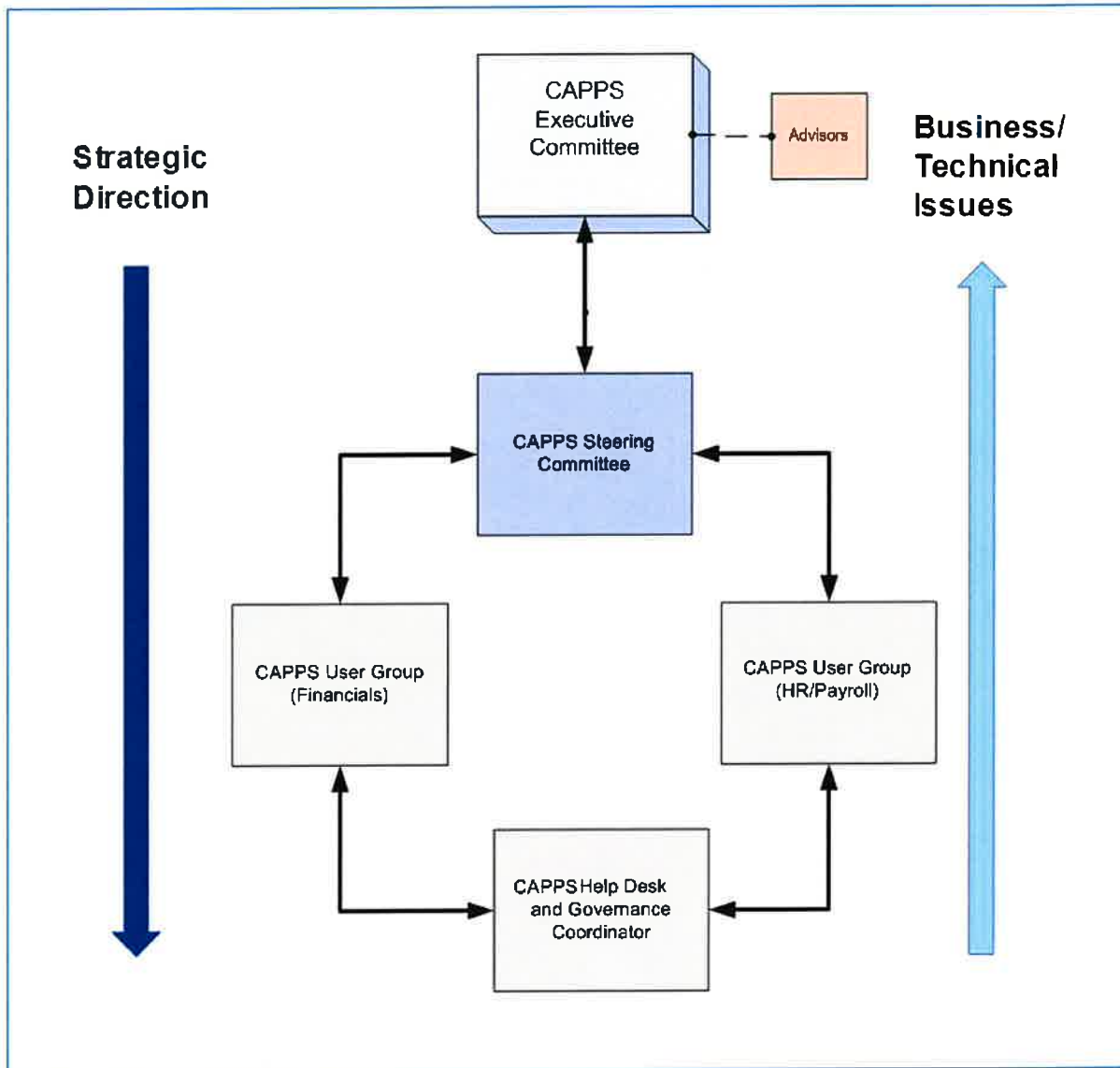


Figure 1: Combines bottom-up and top-down approaches to governance.

The following graphic illustrates the volume of decisions expected to be made at the various levels of CAPPS Governance. The majority of decisions will be made at the CAPPS Help Desk and CAPPS User Group levels.

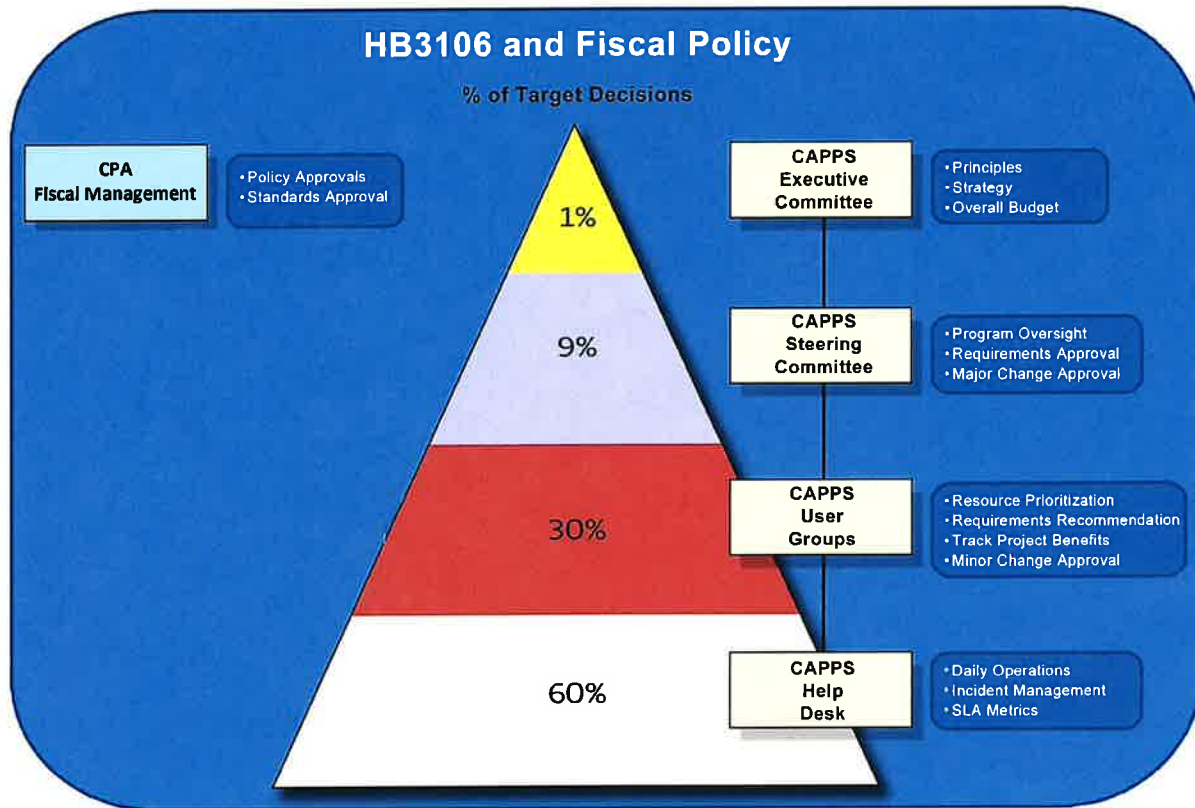


Figure 2: Decisions are made at the appropriate level of CAPPS Governance. The percentages shown are for illustrative purposes only.

## F. CAPPS Project (ProjectONE) Work Groups

CAPPS Project (ProjectONE) Work Groups may be formed for each new implementation of CAPPS. ProjectONE Work Groups may be formed by CPA by project implementation, agency implementation, module implementation or other distinction as appropriate.

Among other duties, responsibilities include developing a prototype using the current production system; determining whether system modifications to CAPPS and/or process changes at the implementing agency are needed; and recommending standardization and/or modifications to the User Groups.

ProjectONE Work Groups are intended to be an opportunity for implementing agencies to discuss their business needs with ProjectONE staff and determine what, if any, changes to CAPPS are required while keeping in line with a statewide approach. Decisions made in the ProjectONE Work Groups will be escalated to the respective CAPPS User Group and/or the CAPPS Steering Committee for approval.

### 1. ProjectONE Work Group Members

Work Groups will be comprised of CPA ProjectONE staff and deploying agency subject matter experts.

### 2. ProjectONE Work Group Meetings

Meeting time frames and structures will be agreed to by work group participants.

Participation in ProjectONE Work Groups is limited to implementing agency staff and CPA ProjectONE staff; however, all decisions impacting CAPPS Central will proceed through Governance to the User Group and/or Steering Committee as outlined in this document.

## G. CAPPS User Groups

A Financials User Group will be responsible for changes to CAPPS Financials and an HR/Payroll User Group will be responsible for changes to CAPPS HR/Payroll.

The CAPPS User Groups will be responsible for ensuring that the requested change is:

- Necessary to improve business functionality;
- Fiscally responsible (cost to implement vs. business gains);
- Technically responsible (no degradation of existing services); and
- Verify that changes will not adversely affect their internal processes and procedures.

The CAPPS User Groups' members will have decision-making authority for:

- Basic administrative changes;
- Agency maintenance schedule changes; and
- Any small (less than 50 hours) or medium (between 50 – 160 hours) estimated change where a consensus is easily reached.

For small and medium change requests, a prioritized list of requests will be provided to the CAPPS Steering Committee for review and approval. User Group approval is sufficient for the CAPPS maintenance team to begin work on these changes. Steering Committee approval must be gained before these changes can be implemented to the production system. If the Steering Committee does not grant approval (defers or rejects), work on the change request must cease until Steering Committee approval has been obtained. Steering Committee approval is needed for the CAPPS maintenance team to begin work on large (greater than 160 hours estimated) system changes.

### 1. User Group Members

The CAPPS Financials and HR/Payroll User Groups will each consist of 9 voting members from the participating agencies. Only agencies participating in CAPPS Financials are able to participate as voting members in the CAPPS Financials User Group. Only agencies participating in CAPPS HR/Payroll are able to participate as voting members in the CAPPS HR/Payroll User Group.

User Group membership will be determined as follows:

- One (1) Designated representative from CPA's Fiscal Management (FM) division will be assigned as a FM Systems Oversight Member. This individual will be responsible for verifying that the changes either do not affect other associated systems (mainframe and/or agencies that are transitioning to CAPPS); subsequent Service Requests (SRs) and/or Application Change Requests (ACRs) have been submitted for the applicable systems; and verify that a reasonable technical solution is available. The FM Systems Oversight Member will involve

ProjectONE representative(s), mainframe system SMEs, contracted staff and a CAPPS representative(s) as deemed necessary. The assigned FM Systems Oversight Member will be the only voting member for FM. The FM Systems Oversight Member will chair the CAPPS User Groups.

- An Elected representative from two (2) of the large sized participating agencies on CAPPS Central.
- An Elected representative from two (2) of the medium sized participating agencies on CAPPS Central.
- An Elected representative from one (1) of the small sized participating agencies on CAPPS Central.
- One (1) Designated representative from the Texas Department of Transportation.
- One (1) Designated representative from the Health and Human Services Commission.
- An Elected representative from one (1) of the remaining participating CAPPS Hub Agencies.

Membership in the User Groups will be evaluated and reauthorized every biennium within three months after Sine Die of the Regular Legislative Session for elected representatives. New membership terms will start on September 1 of the new biennium. Agencies with designated representatives shall appoint a representative and notify the CAPPS Governance Coordinator. All agencies serving on the CAPPS User Groups must notify the CAPPS Governance Coordinator of changes to designated representatives.

Following Sine Die, agencies represented by an elected representative will be asked to submit nominations to the CAPPS Governance Coordinator for the User Group representatives' positions. Only one nomination per agency will be accepted and must be submitted by the Chief Financial Officer, or equivalent position, for the Financials User Group agencies and by the Human Resources Manager, or equivalent position, for HR/Payroll User Group agencies. For the CAPPS Financials User Group, the CAPPS Governance Coordinator will send an electronic survey to the Chief Financial Officers of each applicable, participating agency to vote on the User Group representatives. For the CAPPS HR/Payroll User Group, the CAPPS Governance Coordinator will send an electronic survey to the Human Resources Manager of each applicable, participating agency to vote on the User Group representatives. Agencies will only vote on their respective representative. For example, large sized participating agencies will only vote on the two representatives for the large sized agencies. The individual(s) with the highest vote count will be elected as the representative(s).

In the event of a tie, a second vote amongst the applicable agencies will be taken. If the vote remains a tie, the vote will be escalated to the current Steering Committee for a vote. If the result remains a tie, the decision will be escalated to the Executive Committee.

Voting members may only be elected/designated in accordance with the member criteria noted above which may result in vacant voting positions. For example, if only one agency qualifies as a medium sized participating agency in CAPPS, then that agency will occupy one medium sized agency voting position and the other medium sized agency voting position will remain vacant until another medium sized agency participates in CAPPS. Vacant positions may be filled mid-biennium if an eligible agency joins CAPPS during that time. If a member abdicates their seat a new vote will be taken amongst applicable, participating agencies using the same election process as described above.

Agencies joining CAPPS mid-biennium will be represented by currently elected members, assuming there is not a vacancy.

## 2. User Group Meetings

Meetings will be held monthly at a recurring time as determined by the members, as needed, to discuss requested changes. A meeting agenda and materials members will be asked to vote on will be provided at least three business days prior to a scheduled meeting to allow voting members to gather input and feedback. A conference number will be made available for either voting members or any interested agency employees. A large conference room or auditorium will be reserved for meetings when possible. Additional meetings may be scheduled with at least 3 business days notice. Emergency meetings may also be called but must be conducted in a manner allowing audio or web participation.

Participation in the CAPPS User Group Meetings is open to all state agency employees. Voting will be limited to the elected or designated voting representatives.

## H. CAPPS Steering Committee

The CAPPS Steering Committee is responsible for:

- Maintaining congruity between current project implementations and CAPPS system maintenance;
- Granting final approval for all CAPPS system changes; and
- Verifying that suggested prioritization has adequately accounted for state and federal mandates and CPA policy requirements.

If a system change is approved through CAPPS Governance and a CAPPS agency (or agencies) requests the implementation of the change be expedited, the CAPPS Steering Committee may request the CPA to obtain cost estimates from the maintenance vendor when the work effort cannot be accomplished through the current prioritization of existing change requests. In these instances the CAPPS agency or agencies requesting the additional services may be required to provide sufficient funding for the additional services needed.

### 1. Steering Committee Members

The CAPPS Steering Committee will be comprised of nine (9) members from the agencies participating in CAPPS Financials and/or CAPPS HR/Payroll. Members will be determined in the following way:

- One (1) Designated representative from CPA's Fiscal Management, who will serve as Chair of the Steering Committee;
- An Elected representative from two (2) of the large sized participating agencies in CAPPS Central;
- An Elected representative from two (2) of the medium sized participating agencies in CAPPS Central;
- An Elected representative from one (1) of the small sized participating agencies in CAPPS Central;
- One (1) Designated representative from the Texas Department of Transportation;
- One (1) Designated representative from the Health and Human Services Commission; and
- An Elected representative from one (1) of the remaining participating CAPPS Hub Agencies.

Membership in the committee will be evaluated and reauthorized every biennium within three months after Sine Die of the Regular Legislative Session for elected representatives. New membership terms will

start on September 1 of the new biennium. Agencies with designated representatives shall appoint a representative and notify the CAPPS Governance Coordinator. All agencies serving on the CAPPS Steering Committee must notify the CAPPS Governance Coordinator of changes to designated representatives. CPA's Fiscal Management representative will chair the CAPPS Steering Committee.

Following Sine Die, agencies represented by an elected representative will be asked to submit nominations to the CAPPS Governance Coordinator for the Steering Committee representatives' positions. Only one nomination per agency will be accepted and must be submitted by the Chief Financial Officer or Human Resources Manager or equivalent position. The CAPPS Governance Coordinator will send an electronic survey to the individual that submitted a nomination from each applicable, participating agency to vote on the Steering Committee representatives. Agencies will only vote on their respective representative. For example, large sized participating agencies will only vote on the two representatives for the large sized agencies. The individual(s) with the highest vote count will be elected as the representative(s).

In the event of a tie, a second vote will be conducted amongst the applicable agencies. If the vote remains a tie, the vote will be escalated to the entire current Steering Committee. If the result remains a tie, the decision will be escalated to the Executive Committee.

Voting members may only be elected/designated in accordance with member criteria noted above which may result in vacant voting positions. For example, if only one agency qualifies as a medium sized participating agency in CAPPS, then that agency will get one medium sized agency voting position and the other medium sized agency voting position will remain vacant until another medium sized agency participates in CAPPS. Vacant positions may be filled mid-biennium if an eligible agency joins CAPPS during that time. If a member abdicates their seat a new vote will be taken amongst applicable, participating agencies using the same election process as described above.

Agencies joining CAPPS mid-biennium will be represented by currently elected members, assuming there is not a vacancy.

## **2. Steering Committee Meetings**

Meetings will be held monthly at a recurring time as determined by the members, as needed, to discuss requested changes. A meeting agenda and materials members will be asked to vote on will be provided at least three business days prior to a scheduled meeting to allow voting members to gather input and feedback. A conference number will be made available for members or their designees.

Participation by other agency staff in CAPPS Steering Committee meetings is limited to those individuals requested to attend by the Steering Committee members. Only elected or designated members will have the ability to vote.

## **1. CAPPS Executive Committee**

In order for CAPPS to be implemented at a statewide level, as directed by the 80<sup>th</sup> Legislature, the goal of the committee is to invoke a statewide thought process when making system decisions. It is imperative that the committee keep stakeholders involved and informed regarding all system changes so practical business decisions can be made that are technically and financially responsible.

The CAPPS Executive Committee is responsible for evaluating that all system related changes are in alignment with the statewide strategy. In addition, the CAPPS Executive Committee is the highest (final) escalation decision point in the resolution of unresolved issues for system enhancements. CPA will be responsible for reporting to the CAPPS Executive Committee as requested.



### 1. Executive Committee Members

The CAPPS Executive Committee will be comprised of a person designated by the Agency Head of the agencies serving on the Steering Committee for a total of nine (9) members. The Executive Committee member cannot be the same member serving on the Steering Committee. CPA will chair the CAPPS Executive Committee.

### 2. Executive Committee Meetings

The CAPPS Executive Committee should meet:

- No later than 30 days prior to any regularly scheduled Legislative Session to be briefed on any request being made of the Legislative Budget Board or Legislature in relation to CAPPS;
- No later than 30 days following Sine Die of any Legislative session as to any legislation passed that would affect the CAPPS environment;
- Within 10 business days of notification of an audit of the CAPPS environment; and
- Other meetings will be held as needed.

All meetings may be held via a conference call number made available by CPA. Participation in the CAPPS Executive Committee meetings is limited to those individuals requested to attend by the CAPPS Executive Committee member.

## J. CAPPS Advisors

The CAPPS Executive Committee will solicit input from oversight agencies and others as appropriate. Advisors may include designated executives from:

- State Auditor's Office;
- Department of Information Resources – Texas Chief Technology Officer;
- Department of Information Resources – Texas Chief Information Security Officer;
- Department of Information Resources – Texas Cyber Security Coordinator;
- Department of Information Resources – Statewide Electronic Resources and Information (EIR) Accessibility Coordinator;
- Legislative Budget Board;
- University of Texas System; and
- Texas A&M University System.

These members would not vote on system changes, but instead would counsel the CAPPS Executive Committee on the best direction or approach based on the State's current direction.

## K. CAPPS Voting Guidelines

These guidelines apply to all CAPPS Committees and User Groups.

- Members may designate another person from their agency to participate and vote in their absence during any voting cycle.
- Voting will be conducted by verbal declaration for members, or their designees, present during meetings.

## CAPPS Governance

- Voting will be conducted via an electronic survey with a deadline, in lieu of meeting or in addition to meeting, if agreeable to all voting members.
- Votes that are not submitted by the deadline will not be considered.
- Tabulations will be shared with the Voting members.
- Approval is based on a majority (defined as 51% or more) of those participating in the vote.

Agencies that are in transition to CAPPS will be granted voting rights for CAPPS System Governance in accordance with the criteria set forth in this document.

### 1. Voting Options

CAPPS Voting Groups will have the option of approving, deferring or rejecting any requested change.

- Approved – the requested change will be managed via the Software Development Life Cycle (SDLC) for implementation into the current production and baseline environments.
- Deferred – the requested change will not be implemented at the current time, but will be kept available for future consideration.
- Rejected – the requested change will not be implemented in the current production environment or baseline environment and will not be kept available for future consideration.

### 2. Escalation

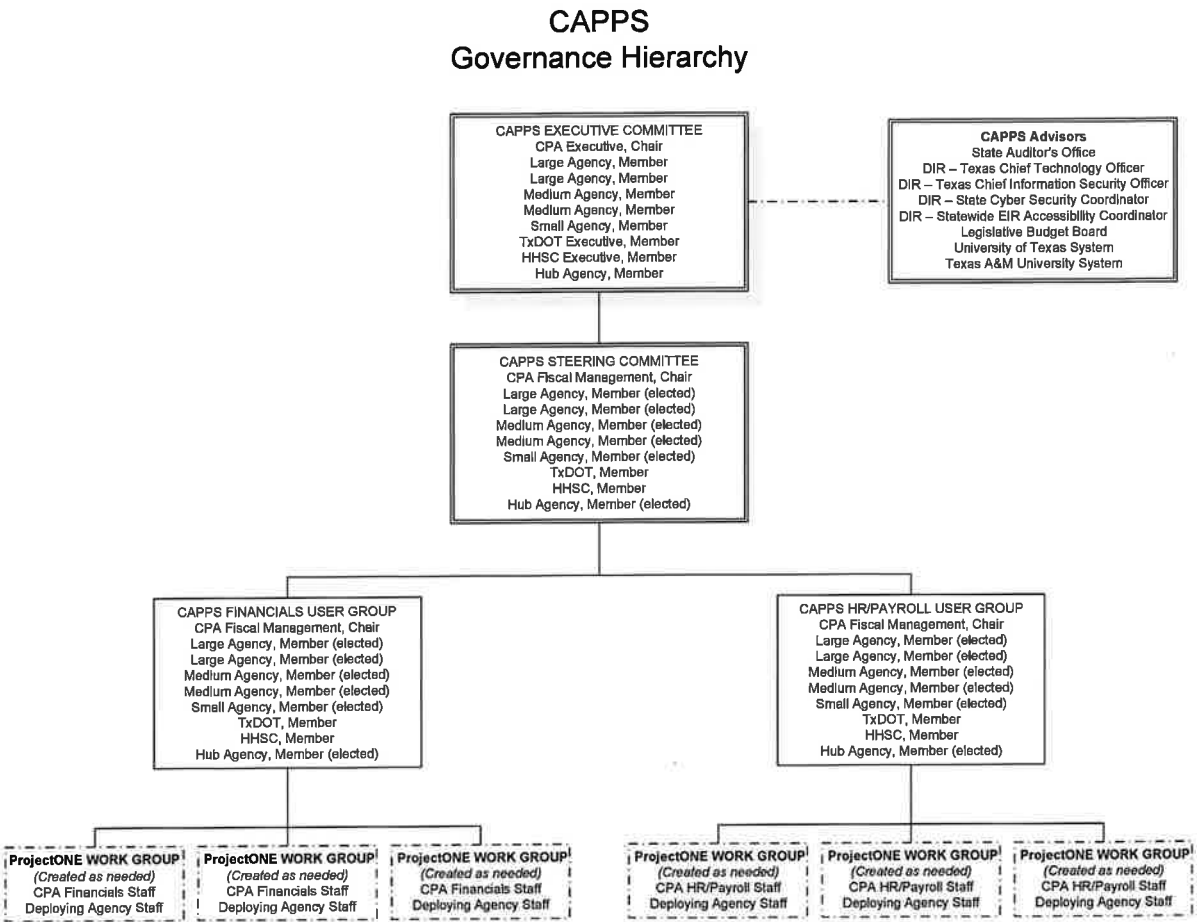
Any User Group member may ask the CAPPS Governance Coordinator to escalate an issue to the CAPPS Steering Committee.

Any Steering Committee member may ask the Steering Committee Chair to escalate an issue to the CAPPS Executive Committee.

### L. CAPPS Governance Hierarchy

This diagram assumes that all participation criteria has been met and all seats are filled.





## V. CAPPS Hub Compliance Requirements

CPA has made every effort to coordinate the CAPPS Consolidated Application Control Environment (CACE) Approach with Oracle's major release schedule in order for CAPPS Hub Agencies to minimize the cost of CAPPS to the Hub Agency. The CACE Approach is designed to allow Hub and Central instances of CAPPS to minimize costs and more easily stay current with Oracle/PeopleSoft updates, statewide interface changes and statutory requirements from legislative changes.

CAPPS Hub Agencies must adhere to the CAPPS CACE Approach. The following sections identify actions CPA will take if the CAPPS Hub Agency fails to adhere to the CAPPS CACE Approach.

### A. Release Packs

As noted in the CACE document, CPA will provide Release Packs on a monthly basis. Some exceptions to this schedule may be made based on other CAPPS activity (Fiscal Year End, code freezes for major upgrades, etc...). Release Packs will incorporate Oracle/PeopleSoft delivered patches, updates and CAPPS Governance approved statewide baseline changes. CPA will provide CAPPS Hub Agencies support for three (3) releases of the baseline. This includes the current Release Pack and the two (2) prior Release Packs.

Hub Agencies are encouraged to stay current with the most recent Release Pack; however, failure to stay within (2) Release Packs of the current Release pack will result in the following:

Phase I: After three (3) consecutive Release Packs have not been implemented in the CAPPS Hub instance, CPA will take the following actions:

- CPA CAPPS functional support, technical support and codeline delivery will be suspended until the CAPPS Hub Agency is on a current version of the Release Packs. Any new agency specific Support Requests (SR) entered will be put on hold.
- A formal notification will be sent to the Hub Agency Information Resources Manager (IRM), or equivalent, to notify them of the CAPPS Hub Agency's "non-compliant" status.

Phase II: After six (6) consecutive Release Packs have not been implemented in the CAPPS Hub instance, CPA will take the following actions:

- A formal notification will be sent to the CAPPS Hub Agency Executive Director to notify them of the CAPPS Hub Agency's "non-compliant" status. The IRM of the non-compliant CAPPS Hub Agency will be copied on this notification.

Phase III: After 12 consecutive Release Packs have not been implemented in the CAPPS Hub instance, CPA will take the following actions:

- CAPPS Governance voting privileges will be revoked until the Hub Agency is compliant.
- A formal notification will be sent to the Quality Assurance Team (QAT) to notify them that the CAPPS Hub Agency is out of compliance with CAPPS CACE standards.
  - *NOTE: QAT is comprised of representatives from the Legislative Budget Board (LBB), the State Auditor's Office (SAO), and the Department of Information Resources (DIR).*
- A formal notification will be sent to State Leadership notifying them that the CAPPS Hub Agency is out of compliance with CAPPS CACE standards. CPA will provide information on the various options and associated costs for bringing the non-compliant CAPPS Hub Agency into compliance. The options provided to State Leadership may include bringing the Hub Agency in to CAPPS Central and removing their CAPPS Hub status. The

## CAPPS Governance

Executive Director and the IRM of the non-compliant CAPPS Hub Agency will be included on this notification.

- *NOTE: State Leadership includes the Governor's office and the members Legislative Budget Board.*

At any point during the period of non-compliance CPA may elect to:

- Notify the State Auditor's Office of the CAPPS Hub Agency's non-compliance.

Hub Agencies performing a Major Release Upgrade will be considered compliant on Release Pack requirements as long as they have implemented the latest Release Pack of the major release of CAPPS they are currently using.

### Sample Release Pack Timeline:

*\*Dates provided in the table below are for example purposes only. Release Packs may be released on days other than the first of the month.*

<u>Date</u>	<u>CPA Release Pack Releases</u>	<u>Hub Agency Action</u>	<u>Hub Agency Status</u>	<u>CPA Action</u>
<b>Dec. 1, 2013</b>	Release Pack 0 released to CAPPS Hub Agency XYZ.	CAPPS Hub Agency XYZ implements Release Pack 0 in their CAPPS Hub instance at this time.	Compliant	No action at this time.
<b>Jan. 1, 2014</b>	Release Pack 1 released to CAPPS Hub Agency XYZ.	CAPPS Hub Agency XYZ chooses not to implement in the CAPPS Hub instance at this time. CAPPS Hub Agency XYZ remains on Release Pack 0.	Compliant	No action at this time.
<b>Feb. 1, 2014</b>	Release Pack 2 released to CAPPS Hub Agency XYZ.	CAPPS Hub Agency XYZ chooses not to implement in the CAPPS Hub instance at this time. CAPPS Hub Agency XYZ remains on Release Pack 0.  <i>NOTE: If CAPPS Hub Agency XYZ does not update prior to Release Pack 3 being released they will be considered non-compliant.</i>	Compliant	No action at this time.
<b>Mar. 1, 2014</b>	Release Pack 3 released to CAPPS Hub Agency XYZ.	CAPPS Hub Agency XYZ remains on Release Pack 0.	Non-Compliant	Phase I actions will be taken by CPA.
<b>Apr. 1, 2014</b>	Release Pack 4 released to compliant CAPPS Hub Agencies. CAPPS Hub Agency XYZ will no longer receive Release Packs as a part of Phase I action taken by CPA.	CAPPS Hub Agency XYZ remains on Release Pack 0.	Non-Compliant	CPA may choose to report CAPPS Hub Agency Non-Compliance to SAO.
<b>May 1, 2014</b>	Release Pack 5 released to compliant CAPPS Hub Agencies.	CAPPS Hub Agency XYZ remains on Release Pack 0.	Non-Compliant	CPA may choose to report CAPPS Hub Agency Non-Compliance to SAO.
<b>June 1,</b>	Release Pack 6 released	CAPPS Hub Agency XYZ remains on	Non-	Phase II actions

<b>Date</b>	<b>CPA Release Pack Releases</b>	<b>Hub Agency Action</b>	<b>Hub Agency Status</b>	<b>CPA Action</b>
<b>2014</b>	to compliant CAPPS Hub Agencies.	Release Pack 0.	Compliant	will be taken by CPA.
<b>July 1, 2014 – Dec. 1, 2014</b>	CPA distributes Release Packs 7 – 12 to compliant CAPPS Hub Agencies on the first of each month.	<i>CAPPS Hub Agency XYZ</i> remains on Release Pack 0.	Non-Compliant	CPA may choose to report CAPPS Hub Agency Non-Compliance to SAO.
<b>Jan. 1, 2015</b>	CPA distributes Release Pack 13 to compliant CAPPS Hub Agencies.	At this time <i>CAPPS Hub Agency XYZ</i> has <u>not</u> implemented the last 12 Release Packs.	Non-Compliant	Phase III actions will be taken by CPA.

## B. Major Upgrade Releases

CPA will work with the vendor supporting CAPPS and CAPPS Governance to project a multi-year schedule of planned major upgrade releases to the Oracle/PeopleSoft product and when it will be published to the CAPPS Hub Agencies. CPA will maintain two versions of the CAPPS baseline environments: one set of environments with the current production version and a second environment with the previous major release to provide legislative support for CAPPS Hub Agencies.

After the release of a major upgrade from Oracle/PeopleSoft, CPA will develop a CAPPS Major Upgrade Pack for sharing with CAPPS Hub Agencies within 18 months. CAPPS Hub agencies are required to implement the CAPPS major upgrade pack within 24 months of it being shared with the CAPPS Hub Agency.

**Phase I:** If a CAPPS Major Upgrade Pack has not been implemented into the CAPPS Hub instance by the 25<sup>th</sup> month after its release to the CAPPS Hub Agency, CPA will take the following actions:

- CPA CAPPS functional support, technical support and codeline delivery will be suspended until the CAPPS Hub agency is on a current version of the Major Upgrade Pack. Any new agency specific Support Requests (SR) entered will be put on hold.
- A formal notification will be sent to the Hub Agency IRM and Executive Director to notify them of the CAPPS Hub Agency's "non-compliant" status.

**Phase II:** If a CAPPS Major Upgrade Pack has not been implemented into the CAPPS Hub instance by the 30<sup>th</sup> month after its release to the CAPPS Hub Agency, CPA will take the following actions:

- CAPPS Governance voting privileges will be revoked until the Hub Agency is compliant.
- A formal notification will be sent to the Quality Assurance Team (QAT) to notify them that the CAPPS Hub Agency is out of compliance with CAPPS CACE standards.
  - *NOTE: QAT is comprised of representatives from the Legislative Budget Board (LBB), the State Auditor's Office (SAO), and the Department of Information Resources (DIR).*
- A formal notification will be sent to State Leadership notifying them that the CAPPS Hub Agency is out of compliance with CAPPS CACE standards. CPA will provide information on the various options and associated costs for bringing the non-compliant CAPPS Hub Agency into compliance. The options provided to State Leadership may include bringing the Hub Agency in to CAPPS Central and removing their CAPPS Hub status. The Executive Director and the IRM of the non-compliant CAPPS Hub Agency will be included on this notification.

- *NOTE: State Leadership includes the Governor's office and the members of the Legislative Budget Board.*

At any point during the period of non-compliance CPA may elect to:

- Notify the State Auditor's Office of the CAPPS Hub Agency's non-compliance.

**Sample Major Upgrade Release Timeline:**

*\*Dates provided in the table below are for example purposes only.*

<b><u>Date</u></b>	<b><u>CPA Major Upgrade Pack Releases</u></b>	<b><u>Hub Agency Action</u></b>	<b><u>Hub Agency Status</u></b>	<b><u>CPA Action</u></b>
<b>Jan. 1, 2014</b>	Oracle/PeopleSoft releases a Major Upgrade Version.	No action needed at this time.	Compliant	No action at this time.
<b>Jan. 1, 2014 – June 30, 2015</b>	CPA will develop CAPPS Major Upgrade Pack (Pack A) for sharing with CAPPS Hub Agency XYZ.	No action needed at this time.	Compliant	No action at this time.
<b>Jul. 1, 2015 – June 30, 2017</b>	CPA shares Major Upgrade "Pack A" with CAPPS Hub Agency XYZ on July 1, 2014.	CAPPS Hub Agency XYZ must implement Major Upgrade "Pack A" during this timeframe.	Compliant	No action at this time.
<b>Aug. 1, 2017</b>	n/a	CAPPS Hub Agency XYZ has not implemented "Pack A" by this time (Aug 1 <sup>st</sup> being the start of the 26 <sup>th</sup> month after the release of "Pack A" to CAPPS Hub Agencies).	Non-Compliant	Phase I actions will be taken by CPA.
<b>Jan. 1, 2018</b>	n/a	CAPPS Hub Agency XYZ has not implemented "Pack A" by this time (Jan 1 <sup>st</sup> being the start of the 31 <sup>st</sup> month after the release of "Pack A" to CAPPS Hub Agencies).	Non-Compliant	Phase II actions will be taken by CPA.

### C. Core Module Changes

In order to be consistent with the application of fiscal policy and statewide reporting, all changes to the CAPPS Core modules, or changes impacting Core modules, must be approved by CAPPS Governance as detailed in the CAPPS Governance document.

CAPPS Hub Agencies may implement CPA approved Core module changes to its own instance of CAPPS; however, these changes will not be included in the CAPPS statewide baseline unless approved through CAPPS Governance. To verify CAPPS Hub Agencies remain in compliance with statewide requirements, participating CAPPS Hub Agencies must submit to CPA through Governance, detailed functional descriptions of all agency approved change requests to Core modules prior to such change being migrated into the Hub Agency instance of production. Though not required, CPA encourages CAPPS Hub Agencies to share changes to Non-core modules through Governance for the benefit of all CAPPS Agencies.

CPA will provide oversight of the CAPPS Hub Agency instances in order to verify basic CAPPS functionality is working properly and compliance with statewide requirements are met. CPA oversight of CAPPS Hub Agency instances will include:

- CPA rejection of Hub Agency approved changes that adversely affect CAPPS functionality and statewide requirements;
  - CPA will provide a high-level, initial review of each submitted change within a short timeframe. The purpose of the initial review is to alert the CAPPS Hub Agency to any immediate concerns or missing information.
  - Following the initial review, a detailed review of the documentation submitted will be completed within 30 days of receipt.
  - CPA recognizes a CAPPS Hub Agency may need to implement changes in an abbreviated timeframe due to extenuating circumstances or statutorily mandated deadlines. In these cases, the Hub Agency will notify CPA of its intention to proceed with the submitted changes prior to the completion of CPA's review. However, the CAPPS Hub Agency recognizes that it may be required to alter its solution at the conclusion of CPA's review. Notifications must be submitted through written communication to CPA's Director of Fiscal Management from an Executive level member of the Hub Agency and describe the extenuating circumstance or statutorily mandated deadline.
  - Additionally, for large volumes or highly complex changes, CPA and CAPPS Hub Agency may agree on an extended review period.
  - The appeal of a CPA rejection may be submitted to CPA's Director of Fiscal Management from an Executive level member of the Hub Agency.
- System-wide audits;
- Quarterly tests of pre-defined transactions in the Hub environment; and
- Full view access to CAPPS Hub System via on-line inquiry and Query by select CPA support and oversight personnel.

### **D. CPA Approved Exceptions**

CPA recognizes that CAPPS Hub Agencies may have internal initiatives or priorities that will affect their ability to adhere to the timelines noted in the CACE Approach document. In certain circumstances, a CPA approved exception can be obtained and prevent a CAPPS Hub Agency from being considered non-compliant even if they are not operating within the required timelines. CAPPS Hub Agencies that need to request a CPA approved exception may request this through a memo to the Director of Fiscal Management from the CAPPS Hub Agency IRM.

**ATTACHMENT B**

**Budget(s)**

**(Cover Sheet)**

**ATTACHMENT B-1**

**Budget for Statement of Work A-1**

Total cost for the Initial Term: \$0



**ATTACHMENT C**  
**Non-Disclosure Agreement**

This Non-Disclosure Agreement applies to Confidential Information provided by one Party to the other under the Interagency Cooperation Contract for Centralized Accounting and Payroll/Personnel System (CAPPS) Services ("Contract") entered into by and between the Texas Comptroller of Public Accounts and the Texas Juvenile Justice Department.

Capitalized terms used but not defined herein have the meanings assigned in the Contract.

The Recipient is responsible for ensuring that the confidential nature of the Discloser's Confidential Information to which the Recipient has access as a result of or in the course of performance of the Contract is maintained by the Recipient's employees, contractors, and any other authorized persons as follows:

1. The Confidential Information may be used by the Recipient and its employees and contractors only to assist it in connection with the activities authorized by the Contract.
2. The Recipient shall not, at any time, use the Confidential Information in any fashion, form, or manner that is not compliant with the terms of the Contract.
3. Unless otherwise specified in the Contract, the Recipient shall at a minimum maintain the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own information of like kind, but in no event less than reasonable care. The Recipient shall not disclose Confidential Information to non-employees except those that have (a) a need to know and (b) signed an agreement containing disclosure and use provisions that are no less stringent than this Non-Disclosure Agreement.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged by the Recipient without the Discloser's prior written approval except to comply with (a) the terms of the Contract or this Non-Disclosure Agreement regarding allowable use, (b) a court order or subpoena in accordance with the terms of the Contract, or (c) the Texas Public Information Act, in accordance with the terms of the Contract, or other applicable law.
5. All Confidential Information provided to the Recipient shall either be destroyed in accordance with applicable records retention schedule(s) or returned to the Discloser.
6. The foregoing does not prohibit the Recipient's use of the information including, but not limited to, ideas, concepts, know-how, techniques and methodologies (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third party, (d) which is or becomes part of the public domain through no breach by the Recipient of the Contract or this Non-Disclosure Agreement, or (e) approved by Discloser in a writing for unrestricted or limited-purpose disclosure.
7. In the event of inadvertent disclosure of Confidential Information between the Parties, the Discloser shall provide written notice to the Recipient and the Recipient shall promptly either return the original and all copies of the information to the Discloser or certify in writing that such information was destroyed.
8. Any release of the Confidential Information may be restricted or prohibited by law. Unauthorized disclosure of the Confidential Information may constitute a violation of Section 39.02, Texas Penal Code, the Texas Public Information Act, or other applicable state or federal law. A person that violates such law(s) may be subject to criminal and/or civil penalties.
9. The Recipient shall promptly notify the Discloser's Project Manager if the Recipient learns or has reason to believe that any of the Discloser's Confidential Information has been disclosed intentionally or unintentionally in violation of the Contract or this Non-Disclosure Agreement.
10. This Non-Disclosure Agreement shall survive the Contract.

Texas Comptroller of Public Accounts

BY

  
Mike Reissig  
Deputy Comptroller

DATE

9-6-18

Texas Juvenile Justice Department

BY

  
Camille Cain  
Executive Director

DATE

8/29/18



## ATTACHMENT D

### Texas Comptroller of Public Accounts Confidential Treatment of Information Acknowledgement (CTIA)

I have read and understand the Comptroller's Summary Public Information Disclosure Manual, a copy of which has been made available to me. I understand that confidential information made available to me by the Comptroller's office may include the Comptroller's own information and information held by the Comptroller's office from other entities. I understand that confidential information is to be held in strictest confidence, and I will act in accordance with applicable federal and state laws, regulations and Comptroller policy with regard to the safekeeping and disclosure of confidential information. I understand that I am not to use such information to the detriment of the Comptroller's office or the State of Texas.

I understand that it is my responsibility to consult with the Comptroller's office and obtain approval to disclose confidential information made available to me, and to ensure that any and all disclosures I make are made to people or entities authorized to receive such information.

I understand that I shall either return to the Comptroller's office or destroy any confidential information in my possession according to Comptroller guidelines, when I no longer require such information for authorized purposes.

I understand that computer system password(s) I receive or devise to access computer systems, which may be made available to me for my use by the Comptroller's office, are confidential. I will not disclose to any unauthorized person any password(s) which I am given or devise, and I will not write such password(s) or post them where they may be viewed by unauthorized people. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of my password(s). I understand that use of a password not issued specifically to me, or to a group of which I am a member, is expressly prohibited.


I understand that criminal and/or civil penalties and/or civil damages may apply if I obtain unauthorized access to, or make an unauthorized disclosure or inspection of, certain types of confidential information (e.g., IRS Federal Taxpayer Information, Protected Health Information, Sensitive Personal Information). Such penalties and/or damages may include, but are not limited to, the following:

- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$4,000 fine (Texas Labor Code §301.085);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (Texas Tax Code §171.361);
- a misdemeanor, punishable by up to 180 days in jail and/or up to a \$2,000 fine (Texas Tax Code §22.27(c));
- a felony, punishable by up to 5 years in prison and/or a fine of up to \$5,000 (26 USC §7213);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (26 USC §7213A);
- civil damages equal to sum of the greater of \$1,000 for each unauthorized inspection/disclosure or sum of actual damages sustained plus punitive damages for gross negligence, and the cost of action (26 USC §7431); and
- civil and criminal penalties related to criminal justice information (28 CFR §20.25).

I understand that an attempt to circumvent any computer security system or other security control by any means is a violation of Comptroller policy. I also understand that failure to observe these restrictions may constitute a "Breach of Computer Security" as defined in Texas Penal Code, Section 33.02(b), and that such an offense constitutes a Class B misdemeanor, a state jail felony, or a felony of the first, second or third degree.

I understand that any copyrighted material including, but not limited to, commercial computer software, which may be made available to me for my use by the Comptroller's office, is protected by copyright laws and is not to be copied for any reason without permission from the copyright owner. I understand that the violation of copyright laws, including computer software, may result in fines and/or imprisonment.

By my signature hereon, I acknowledge my understanding of the contents of this form and the continued applicability of these provisions after my access to confidential information and computer systems has been terminated.

Printed name of person requesting access		Name of employer	
Signature of person requesting access 		Date	
Work phone (Area code and number)		Work email address	

For general questions regarding this form, contact the Comptroller's Information Security Office by calling 512-936-5671.

*Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at 1-800-531-5441, ext. 6-6057.*